



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Curb, Gutter and Sidewalk Replacement for Fiscal Year 2011/12 with Jeff Case Construction Company, of Galt (\$86,675)

MEETING DATE: June 15, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for curb, gutter and sidewalk replacement for Fiscal Year 2011/12 with Jeff Case Construction Company, of Galt, in the amount of \$86,675.

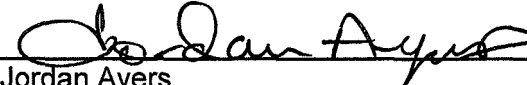
BACKGROUND INFORMATION: Curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division and is consistent with past practices. This contract is for replacement of miscellaneous concrete defects as guided by the sidewalk replacement program and is implemented by issuing work orders in small increments. In addition, prices from this contract are used for work ordered by the City for repair of sidewalk defects determined to be the property owners' responsibility. The costs for these repairs are reimbursed to the Street fund.

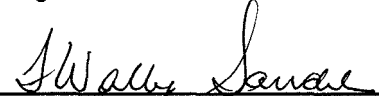
Specifications for this project were approved on March 2, 2011. The City received the following four bids for this project on March 17, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$100,000.00
Jeff Case Construction Company	Galt	\$ 86,675.00
Nor-Cal Concrete	Suisun	\$ 90,252.00
Popuch Concrete	Lodi	\$ 97,000.00
Diede Construction	Woodbridge	\$ 210,975.65

FISCAL IMPACT: The funding for this contract work significantly reduces the City's liability exposure resulting from trip and fall claims.

FUNDING AVAILABLE: The funds for this contract will be evenly split between Transportation Development Act (TDA) Bike/Ped (1241) and Measure K (325)

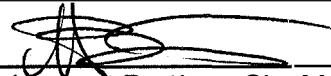

Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Streets and Drainage Superintendent
FWS/CJ/pmf

cc: Deputy Public Works Director - Utilities
Streets and Drainage Superintendent

APPROVED:


Konradt Bartlam, City Manager

**2011/2012 SIDEWALK REPAIR PROGRAM AND
MISCELLANEOUS CONCRETE WORK**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "JEFF CASE CONSTRUCTION COMPANY", herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

The July 1992 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and

subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Resident Engineer under them, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into work orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2011/2012 Sidewalk Repair Program and Miscellaneous Concrete Work".

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$6.00	\$300.00
2	Remove Sidewalk or Asphalt Concrete	50	SF	\$6.50	\$325.00
3				\$12.00	\$1,200.00
4	Remove Square-Type Curb and Gutter	0	LF	\$20.00	\$0.00
5	Remove Vertical-Type Curb and Gutter	0	LF	\$20.00	\$0.00
6	Remove Driveway-Type Curb and Gutter	0	LF	\$20.00	\$0.00
7	Remove Commercial-Type Curb and Gutter	20	LF	\$25.00	\$500.00
8	Root Surgery Under Sidewalk or in Planter Area	1	EA	\$400.00	\$400.00
	Root Surgery Under Curb and Gutter	1	EA	\$400.00	\$400.00
10	install Sidewalk or Residential Driveway (0 – 75 SF)	500	SF	\$10.00	\$5,000.00
11	Install Sidewalk or Residential Driveway (76 – 300 SF)	5,250	SF	\$5.00	\$26,250.00
12	Install Sidewalk or Residential Driveway (>300 SF)	8,000	SF	\$4.75	\$38,000.00
13	Install Commercial Driveway	250	SF	\$12.00	\$3,000.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 – 20 LF)	20	LF	\$35.00	\$700.00

Item	Description	Qty	Unit	Price	Total
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	50	LF	\$30.00	\$1,500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	\$35.00	\$700.00
17	Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	50	LF	\$30.00	\$1,500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	\$35.00	\$700.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	50	LF	\$30.00	\$1,500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	\$35.00	\$700.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	50	LF	\$30.00	\$1,500.00
22	Install Tree Well	1	EA	\$300.00	\$300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	\$650.00	\$650.00
24	Install Catch Basin Barrel	1	EA	\$950.00	\$950.00
25	Install Furnished Street Name Sign Base	1	LF	\$250.00	\$250.00
26	Miscellaneous Concrete Subgrade Compaction	100	LF	\$3.00	\$300.00
27	Move-In Cost for Jobs (<\$200)	1	EA	\$50.00	\$50.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2011/2012 fiscal year.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below

CONTRACTOR:

CITY OF LODI

By:

Konradt Bartlam
City Manager

By: _____

Date:

Attest:

Title

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2011-90

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR CURB, GUTTER, AND SIDEWALK
REPLACEMENT FOR FISCAL YEAR 2011/12

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 17, 2011, at 11:00 a.m., for curb, gutter, and sidewalk replacement for fiscal year 2011/12 described in the specifications therefore approved by the City Council on March 2, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Jeff Case Construction Company	\$ 86,675.00
Nor-Cal Concrete	\$ 90,252.00
Popuch Concrete	\$ 97,000.00
Diede Construction	\$ 210,975.65

WHEREAS, staff recommends awarding the contract for curb, gutter, and sidewalk replacement for fiscal year 2011/12 to the low bidder, Jeff Case Construction Company, of Galt, California, in the amount of \$86,675.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the curb, gutter, and sidewalk replacement for fiscal year 2011/12 with the low bidder, Jeff Case Construction Company, of Galt, California, in the amount of \$86,675.

Dated: June 15, 2011


I hereby certify that Resolution No. 2011-90 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 15, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk